

Russell D. Garrett, WSBA #18657
russell.garrett@jordanramis.com
JORDAN RAMIS PC
1499 SE Tech Center Place, Ste. 380
Vancouver, Washington 98683
Telephone: (360) 567-3900
Facsimile: (360) 567-3901

Hon. Mary Jo Heston
Chapter 7

Of Attorneys for Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

In re

PATRICIA ZOILA LUNA,

Debtor.

RUSSELL D. GARRETT, Chapter 7 Trustee,

Plaintiff,

v.

JULIO A. LUNA, UNITED INVESTMENT
MANAGEMENT, LLC, an Oregon Limited
Liability Company, and UNITED
INVESTMENT MANAGEMENT, LLC, a
Washington Limited Liability Company

Defendant.

Case No. 20-40671-MJH

Adv. Proc. Case No.

COMPLAINT FOR FRAUDULENT
TRANSFERS

Plaintiff Russell D. Garrett, Chapter 7 Trustee, alleges as follows:

Parties

1. Plaintiff Russell D. Garrett (hereinafter "Plaintiff") is the Chapter 7 Trustee and has standing to bring this action under 11 U.S.C. §§ 548, 550 and 551.

2. Patricia Zoila Luna (hereinafter "Debtor") filed a Chapter 7 bankruptcy case on March 5, 2020.

3. Julio A. Luna (hereinafter "Defendant Luna") is the ex-husband of the Debtor.

1 4. United Investment Management Company (hereinafter "Defendant Oregon LLC")
2 is an Oregon Limited Liability Company owned by Defendant Luna, Exhibit "1".

3 5. United Investment Management Company (hereinafter "Defendant Washington
4 LLC") is a Washington Limited Liability Company owned by Defendant Luna, Exhibit "2".

5 **Jurisdiction, Venue, and Authority:**

6 6. Pursuant to Fed. R. Bankr. P. 7001, 11 U.S.C. § 548(a)(1)(A), 11 U.S.C. §
7 548(a)(1)(B), 11 U.S.C. § 550 and 11 U.S.C. § 551, this is an action for fraudulent transfer or
8 unauthorized transfer, for violation of the automatic stay, contempt and monetary damages.

9 7. This is a core proceeding under 28 U.S.C. § 157(b)(2)(H).

10 8. This court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 151, 152,
11 153, 157, and 1334.

12 9. Venue is appropriate in the Western District of Washington pursuant to 28 U.S.C.
13 § 1409(a) and (b), in that the instant adversary proceeding is related to the above-captioned case,
14 and that all real properties subject to this matter are located in the state of Washington. The
15 owners of all of the Defendants and representatives live in Washington.

16 10. This court has constitutional authority to enter a final order or judgment in this
17 proceeding.

18 11. Plaintiff consents to entry of final orders or judgment by the Bankruptcy Judge
19 pursuant to Fed. R. Bankr. P. 7008(a) and 7012(b).

20 **Factual Allegations:**

21 12. In February 2017, Defendant Luna married Debtor.

22 13. On March 5, 2020 (the "Petition Date"), the Debtor filed a voluntary chapter 7
23 petition (the "Petition") in the Western District of Washington, case no. 20-40671 (the "Chapter
24 7 Case").

25 14. Defendant Luna was at all times material hereto, married and comprised a marital
26 community with Debtor until December 27, 2019, when the Final Divorce Order was entered in

1 Clark County, Washington. Defendant Luna's liability was joint, several and is also a
2 community obligation.

3 **Property Information**

4 **Property 1 (Debtor's Residence)**

5 15. According to the public records of Clark County, the real property located at 7407
6 NE 153rd Avenue, Vancouver, Washington 98682 title is held by Defendant Luna (hereinafter
7 "Debtor's Residence").

8 16. Debtor alleged that she has resided at the Debtor's Residence since 2000.

9 17. On or about August 11, 2005, Sebastian Lopez, Debtor's ex-fiancé, purchased the
10 Debtor's Residence, record number 4036635, Exhibit "3".

11 18. On or about March 9, 2007, Sebastian Lopez signed a Statutory Warranty Deed of
12 the Debtor's Residence to the Debtor's son, Nicolas Lopez, record number 4310916, Exhibit "4".

13 19. In 2007, Nicolas Lopez executed a Deed of Trust secured by the Debtor's
14 Residence in the amount of \$208,000.00 (the "2007 Deed of Trust").

15 20. The loan secured by the 2007 Deed of Trust was scheduled to mature in 2047.

16 21. In April 2019, Nicolas Lopez sold the Debtor's Residence to Defendant Luna for
17 \$580,000.00.

18 22. On April 29, 2019, Debtor signed a Quit Claim Deed of the Debtor's Residence to
19 Defendant Luna for and in consideration of "Love and Affection", record number 5603831,
20 Exhibit "5".

21 23. On April 30, 2019, Debtor and Defendant Luna as co-borrowers signed a
22 \$493,000.00 Deed of Trust as secured by the Debtor's Residence in favor of lender Diamond
23 Residential Mortgage Corporation ("2019 Deed of Trust"), recording number 5603832, Exhibit
24 "6".

25 24. It is unknown at this time whether Debtor or Defendant Luna received any
26 proceeds relating to the \$580,000.00 purchase price that was paid to Nicolas Lopez in connection

1 with the 2019 sale of the Debtor's Residence.

2 25. On the Bankruptcy Schedules, Debtor lists her Residence as an asset she owns fee
3 simple and that she alone, according to the Schedules, is responsible for debt on the Deed of
4 Trust in favor of Shellpoint Mortgage secured by the Debtor's Residence.

5 26. The assessed tax value of the Debtor's Residence is approximately \$667,770.00.

6 **Property 2 (10th Street Property)**

7 27. According to the public records of Clark County, 10610 NE 10th Street,
8 Vancouver, Washington title is held by Defendant Washington LLC.

9 28. Defendant Luna is one of the Governors and owner of Defendant Washington
10 LLC.

11 29. On or about July 6, 2018, Defendant Luna, while married to Debtor, purchased
12 the real property located at 10610 NE 10th Street, Vancouver, WA 98664 ("10th Street
13 Property"), by and through his company Defendant Washington LLC (the 10th Street Property,
14 together with 100th Avenue Property, 39th Street Property, and Debtor's Residence, "Vancouver
15 Properties") for \$308,000.00.

16 30. On or about July 6, 2018, Debtor signed a Quit Claim Deed to Defendant Luna
17 regarding the 10th Street Property, recording 5527717, Exhibit "7".

18 31. On or about July 6, 2018, Defendant Luna, as a married man, took out a
19 Commercial Deed of Trust secured by the 10th Street Property, recording number 5527719, in the
20 amount of \$258,750.00, Exhibit "8".

21 32. Debtor also signed the 10th Street Property Commercial Deed of Trust, on July 6,
22 2018, as the non-borrowing spouse.

23 33. On or about March 13, 2020, Defendant Luna signed a Quit Claim Deed to
24 Defendant Washington, LLC, recording number 5715682, regarding the 10th Street Property,
25 Exhibit "9".

26 34. On or about March 20, 2020, Defendant Washington LLC executed a Deed of

1 Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing secured by the
2 10th Street Property, recording number 5715683, in the amount of \$510,800.00, Exhibit "10".

3 35. Upon information and belief, the 10th Street Property has been an income
4 producing property since it was purchased by Defendant's Luna and Washington LLC while
5 Defendant Luna and the Debtor were married.

6 36. The 10th Street Property is not listed in Schedules A/B or Schedule D of Debtor's
7 Schedules.

8 37. As part of the Exhibit "27" Amended Final Divorce Order, Debtor signed a Quit
9 Claim Deed to Julio Luna ("10th Street Property 2020 Quitclaim Deed") for "good and valuable
10 consideration" ("10th Street Property Transfer") relating to the 10th Street Property, which is
11 dated February 20, 2020. This 10th Street Property 2020 Quit Claim Deed was not publicly
12 recorded.

13 38. The assessed tax value of the 10th Street Property is approximately \$371,360.00.

14 **Property 3 (Baltimore Property)**

15 39. According to the public records of Cowlitz County, 302 Baltimore, Longview,
16 Washington, 98632, ("Baltimore Property") title is held by Defendant Oregon LLC.

17 40. Defendant Luna is one of the Managers and owner of Defendant Oregon LLC.

18 41. On or about July 15, 2019, Defendant Oregon LLC and Defendant Luna, while
19 married to Debtor, took out a Deed of Trust secured by the Baltimore Property, recording
20 number 3620635, in the amount of \$132,000.00, Exhibit "11".

21 42. On or about July 16, 2019, Defendant Luna, by and through Defendant Oregon
22 LLC, while married to Debtor, purchased the Baltimore Property and titled it under his company
23 Defendant Oregon LLC, record number 3620634, Exhibit "12".

24 43. On or about January 21, 2020, Defendant Washington LLC took out a Deed of
25 Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing secured by the
26 Baltimore Property, recording number 3635820, in the amount of \$146,640.00, Exhibit "13".

1 44. On or about January 9, 2020, Defendant Luna's company Defendant Oregon LLC
2 sold by Quit Claim Deed, recording number 3635819, the Baltimore Property to Defendant
3 Luna's other company Defendant Washington LLC, Exhibit "14".

4 45. The Baltimore Property is not listed under Schedules A/B of the Debtor's
5 Schedules.

6 46. The assessed tax value of the Baltimore Property is approximately \$128,640.00.

7 **Property 4 (39th Street Property)**

8 47. According to the public records of Clark County, 15016 NE 39th St, Vancouver,
9 WA 98682 ("39th Street Property"), title is held by Defendant Luna.

10 48. On or about May 17, 2018, Defendant Luna, while married to Debtor, purchased
11 the 39th Street Property, recording number 5514979, by Statutory Warranty Deed, Exhibit "15".

12 49. On or about May 22, 2018, Debtor signed a Quit Claim Deed relating to the 39th
13 Street Property transferring ownership to Defendant Luna, record number 5514980, Exhibit "16".

14 50. On or about May 23, 2018, Defendant executed a Deed of Trust, Assignment of
15 Leases and Rents, Security Agreement and Fixture Filing secured by the 39th Street Property,
16 record number 5514981, Exhibit "17".

17 51. Debtor also signed the 39th Street Property Deed of Trust, Assignment of Leases
18 and Rents, Security Agreement and Fixture Filing, on May 23, 2018, as the non-borrowing
19 spouse.

20 52. Upon information and belief, 39th Street Property has been an income producing
21 property since it was purchased by Defendant while Defendant and the Debtor were married.

22 53. The assessed tax value of the 39th Street Property is approximately \$321,140.00.

23 **Property 5 (100th Avenue Property)**

24 54. According to the public records of Clark County, 622 NE 100th Avenue,
25 Vancouver, WA, 98664 ("100th Avenue Property") title is held by Defendant Luna.

26 55. On or about July 19, 2017, Defendant Luna purchased from Kathy Davidson by

1 Statutory Warranty Deed to Defendant Luna the 100th Avenue Property, record number 5425887,
2 Exhibit "18".

3 56. On or about July 19, 2017, Debtor transferred by Quit Claim Deed to Defendant
4 Luna the 100th Avenue Property for and in consideration of "Love and Affection", record number
5 5425889, Exhibit "19".

6 57. On July 20, 2017, Defendant Luna, while married to Debtor, took out a Deed of
7 Trust for the security of the 100th Avenue Property from Guillermo Cortes, record number
8 5425890, for \$185,000.00, Exhibit "20".

9 58. On or about January 5, 2018, Defendant Luna received the 100th Avenue Property
10 from Guillermo Cortes, recording number, 5477018, Exhibit "21".

11 59. On or about February 23, 2018, Debtor again transferred by Quit Claim Deed to
12 Defendant Luna the 100th Avenue Property for and in consideration of "Love and Affection, to
13 separate community property", record number 5493645, Exhibit "22".

14 60. On March 8, 2018, Defendant Luna, as a married man, executed a Deed of Trust
15 secured by the 100th Avenue Property in the amount of \$195,000.00 which includes a Family Rider
16 for an assignment of rents, record number 5493646, Exhibit "23".

17 61. Upon information and belief, 100th Avenue Property has been a income producing
18 property since it was purchased by Defendant Luna while Defendant Luna and the Debtor were
19 married.

20 62. The 100th Avenue Property is not listed in Schedules A/B of Debtor's Schedules.

21 63. The assessed tax value of the 100th Avenue Property is approximately
22 \$359,876.00.

23 64. All properties described herein were at all times material hereto, property of the
24 Bankruptcy estate pursuant to 11 U.S.C. § 541.

25 **Divorce Decree and Amended Divorce Decree**

26 65. On or about September 24, 2019, Debtor filed for divorce against Defendant Luna

1 in Clark County (“State Court”) under Case No. 19-3-01814-06 (“Divorce Case”), Exhibit "24".

2 66. On December 27, 2019, the State Court in the Divorce Case signed a Final
3 Divorce Order (“Original Divorce Order”) also signed by Debtor and Defendant Luna. At the
4 time, neither party was represented by counsel, Exhibit "25".

5 67. In the Original Divorce Order, Exhibit "25", Defendant Luna and Debtor
6 represented to the State Court that they owned only three parcels of real property: (1) Debtor’s
7 Residence; (2) 10th Street Property; and (3) Baltimore Property. The Defendant Luna and Debtor
8 did not inform the State Court of their ownership interests in the 39th Street Property, the 100th
9 Avenue Property, or the Kelso Property. The Debtor and Defendant Luna also did not inform the
10 State Court of the business relating to Debtor, such as Wise Babes and Lucky Lucy, or
11 Defendant Luna's businesses, including United Investment Management LLC or Oregon or
12 Washington. Defendant Luna and Debtor also did not inform the State Court of any debts
13 including any of the mortgage debt on the Vancouver Properties described above.

14 68. In the Original Divorce Order Exhibit "25", Debtor and Defendant Luna agreed
15 that the Debtor would receive 100% ownership of the Debtor’s Residence, 50% ownership of
16 10th Street Property, and 50% ownership of Baltimore Property.

17 69. In the Original Divorce Order, Exhibit "25" Debtor represented that she had no
18 debt, less than three months before Debtor filed for chapter 7 bankruptcy.

19 70. According to Debtor’s testimony, at some point after the Original Divorce Order
20 was entered, Defendant Luna told Debtor to make an appointment with the law firm of Heritage
21 Family Law.

22 71. On February 20, 2020, Debtor alone (without a signature from Defendant Luna)
23 moved to amend the Final Divorce Order, Exhibit "26".

24 72. In connection with Debtor’s motion to amend, Defendant Luna and Debtor
25 submitted an Amended Final Divorce Order, which the State Court approved on February 28,
26 2020, Exhibit "27".

1 73. Debtor and Defendant Luna both hired Heritage Family Law to represent both of
2 them and Defendant Luna paid Heritage Family Law's legal fees. However, the Amended Final
3 Divorce Order, Exhibit "27" was signed by Defendant Luna, without an attorney, and Georgia
4 M. Petrie of Heritage Family Law on behalf of Debtor.

5 74. In the Amended Final Divorce Order, Exhibit "27", Debtor gave her 50% interest
6 bestowed by the Original Divorce Order in the 10th Street Property and the Baltimore Property to
7 Defendant Luna. Debtor also executed and delivered Quit Claim Deeds of the foregoing
8 properties to Defendant Luna.

9 75. Based on the Amended Final Divorce Order, Exhibit "27" Debtor received no
10 value from Defendant Luna in exchange for giving her 50% interest in the 10th Street Property or
11 Baltimore Property to Defendant Luna.

12 76. On August 20, 2021, Plaintiff sent demand, by and through counsel Mile Monson,
13 to Defendant Luna, Defendant Oregon LLC and Defendant Washington LLC seeking return of
14 all the properties, demanding transfer of the properties or to make satisfactory arrangement
15 within ten (10) days, Exhibit "28".

16
17 **First Claim for Relief**
18 **(Defendant Luna Only – Debtor's Residence)**

19 **Fraudulent Transfer - 11 U.S.C. § 548(a)(1)(A),**
20 **11 U.S.C. § 548(a)(1)(B), 11 U.S.C. § 550,**
21 **and 11 U.S.C. § 551**

22 77. Plaintiff realleges and incorporates paragraphs 1-26 and 65-76.

23 78. Debtor transferred her interest in the Debtor's Residence to Defendant Luna on or
24 about April 29, 2019, record number 5603831 (Exhibit "5") with the actual intent to hinder,
25 delay or defraud her creditors.

26 79. Alternatively to paragraph 78 above, Debtor transferred her interest in the
Debtor's Residence to Defendant Luna on or about April 29, 2019, for less than reasonably

1 equivalent value.

2 80. Debtor's transfer of her interest in the Debtor's Residence to Defendant Luna on
3 or about April 29, 2019, was made while Debtor was insolvent or left the Debtor insolvent as a
4 result of the transfer.

5 81. The transfer of Debtor's interest in Debtor's Residence to Defendant Luna is
6 avoidable by the Chapter 7 Trustee under 11 U.S.C. § 548.

7 82. The transfer of the Debtor's Residence is avoidable by the Chapter 7 Trustee for
8 the benefit of the estate and creditors under 11 U.S.C. §§ 550 and 551.

9 83. As an alternative to the avoidance of the transfer, the Trustee is entitled to
10 judgment against Defendant Luna for the value of such transfer which the Trustee alleges to be at
11 least \$667,770.00 or an amount to be proven at trial.

12
13 **Second Claim for Relief**
14 **(Defendant Luna Only - 10th Street Property)**

15 **Fraudulent Transfer - 11 U.S.C. § 548(a)(1)(A),**
16 **11 U.S.C. § 548(a)(1)(B), 11 U.S.C. § 550**
and 11 U.S.C. § 551

17 84. Plaintiff realleges and incorporates paragraphs 1-14, 27-38 and 65-76.

18 85. Debtor transferred her interest in the 10th Street Property to Defendant Luna on or
19 about July 6, 2018, recording no. 5527717 (Exhibit "7"). Debtor was awarded a 50% interest in
20 the 10th Street Property in the Final Divorce Order on December 27, 2019 (Exhibit "25"). Debtor
21 transferred her interest in the 10th Street Property to Defendant Luna pursuant to an Amended
22 Final Divorce Order entered on February 28, 2020, (Exhibit "27") , with the actual intent to
23 hinder, delay or defraud Debtor's creditors.

24 86. Alternatively, to paragraph 85 above, Debtor transferred her interest in the 10th
25 Street Property to Defendant Luna on or about February 28, 2020, for less than reasonably
26 equivalent value.

1 87. Debtor's transfer of her interest in the 10th Street Property to Defendant Luna on
2 February 28, 2020, was made while Debtor was insolvent or left Debtor insolvent as a result of
3 the transfer.

4 88. The transfer of Debtor's interest in 10th Street Property to Defendant Luna is
5 avoidable by the Chapter 7 Trustee under 11 U.S.C. § 548.

6 89. The transfer of the 10th Street Property is avoidable by the Chapter 7 Trustee for
7 the benefit of the estate and creditors under 11 U.S.C. §§ 550 and 551.

8 90. As an alternative to the avoidance of the transfer, the Trustee is entitled to
9 judgment against Defendant Luna for the value of such transfer which the Trustee alleges to be at
10 least \$371,360.00 or an amount to be proven at trial.

11
12 **Third Claim for Relief**
13 **(All Defendants – Baltimore Property)**

14 **Fraudulent Transfer - 11 U.S.C. § 548(a)(1)(A),**
15 **11 U.S.C. § 548(a)(1)(B), 11 U.S.C. § 550**
 and 11 U.S.C. § 551

16 91. Plaintiff realleges and incorporates paragraphs 1-14, 39-46 and 65-76.

17 92. On or about July 15, 2019, Defendant Luna as manager of Defendant Oregon
18 LLC, purchased the Baltimore Property and titled it under Defendant Oregon LLC record
19 number 3620634, Exhibit "12". Defendant Luna was married to Debtor at the time of the
20 purchase of the Baltimore Property.

21 93. On or about January 9, 2020, Defendant Luna's company Defendant Oregon LLC
22 sold by Quit Claim Deed, recording number 3635819, the Baltimore Property to Defendant
23 Luna's other company Defendant Washington LLC, Exhibit "14".

24 94. Debtor was awarded a 50% interest in the Baltimore Property in the Final Divorce
25 Order on December 27, 2019 (Exhibit '25'). Debtor transferred her interest in the Baltimore
26 Property to Defendant Luna pursuant to an Amended Final Divorce Order entered on February

28, 2020, (Exhibit “27) , with the actual intent to hinder, delay or defraud Debtor’s creditors.

95. Alternatively to paragraph 92 above, Debtor transferred her interest in the Baltimore Property to Defendant Luna on or about February 28, 2020, for less than equivalent value.

96. Debtor’s transfer of her interest in the Baltimore Property to Defendant Luna on or about February 28, 2020, was made while Debtor was insolvent or left Debtor insolvent as a result of the transfer.

97. The transfer of Debtor’s interest in Baltimore Property to Defendant Luna is avoidable by the Chapter 7 trustee under 11 U.S.C. § 548.

98. The transfer of the Debtor’s interest in the Baltimore Property is avoidable by the Chapter 7 Trustee for the benefit of the estate and creditors under 11 U.S.C. §§ 550 and 551.

99. As an alternative to the avoidance of the transfer, the Trustee is entitled to judgment against Defendant Luna, Defendant Washington LLC and Defendant Oregon LLC for the value of such transfer which the Trustee alleges to be at least \$128,640.00 or an amount to be proven at trial.

Fourth Claim for Relief
(Defendant Luna Only – 39th Street Property)

**Fraudulent Transfer - 11 U.S.C. § 548(a)(1)(A),
11 U.S.C. § 548(a)(1)(B), 11 U.S.C. § 550,
and 11 U.S.C. § 551**

100. Plaintiff realleges and incorporates paragraphs 1-14, 47-53 and 65-76.

101. Debtor transferred her interest in the 39th Street Property to Defendant Luna on or about May 22, 2018, record number 5514980 (Exhibit “16”) with the actual intent to hinder, delay or defraud Debtor’s creditors.

102. The 39th Street Property was acquired during the marriage and was not disclosed or distributed during the divorce.

1 103. Alternatively to paragraph 101 above, Debtor transferred her interest in the 39th
2 Street Property to Defendant Luna on or about May 22, 2018, for less than reasonably equivalent
3 value.

4 104. Debtor's transfer of her interest in the 39th Street Property to Defendant Luna on
5 or about May 22, 2018, was made while Debtor was insolvent or left Debtor insolvent as a result
6 of the transfer.

7 105. The transfer of Debtor's interest in the 39th Street Property to Defendant Luna is
8 avoidable by the Chapter 7 trustee under 11 U.S.C. § 548.

9 106. The transfer of Debtor's interest in the 39th Street Property is avoidable by the
10 Chapter 7 Trustee for the benefit of the estate and creditors under 11 U.S.C. §§ 550, 551.

11 107. As an alternative to the avoidance of the transfer, the Trustee is entitled to
12 judgment against Defendant Luna for the value of such transfer which the Trustee alleges to be at
13 least \$321,140.00 or an amount to be proven at trial.

14
15 **Fifth Claim for Relief**
16 **(Defendant Luna Only – 100th Avenue Property)**

17 **Fraudulent Transfer - 11 U.S.C. § 548(a)(1)(A),**
18 **11 U.S.C. § 548(a)(1)(B), 11 U.S.C. § 550,**
19 **and 11 U.S.C. § 551**

20 108. Plaintiff realleges and incorporates paragraphs 1-14 and 54-76.

21 109. Debtor transferred her interest in the 100th Avenue Property on or about July 19,
22 2017, to Defendant Luna, record number 5425889 (Exhibit "19") with the actual intent to hinder,
23 delay or defraud Debtor's creditors.

24 110. The 100th Avenue Property was acquired during the marriage and was not
25 disclosed or distributed during the divorce.

26 111. Alternatively to paragraph 109 above, Debtor transferred her interest in the 100th
Avenue Property to Defendant Luna on or about July 19, 2017, for less than reasonably

1 equivalent value.

2 112. Debtor's transfer of her interest in the 100th Avenue Property to Defendant Luna
3 on or about July 19, 2017, was made while Debtor was insolvent or left Debtor insolvent as a
4 result of the transfer.

5 113. The transfer of Debtor's interest in the 100th Avenue Property to Defendant Luna
6 is avoidable by the Chapter 7 trustee under 11 U.S.C. § 548.

7 114. The transfer of Debtor's interest in the 100th Avenue Property is avoidable by the
8 Chapter 7 Trustee for the benefit of the estate and creditors under 11 U.S.C. §§ 550, 551.

9 115. As an alternative to the avoidance of the transfer, the Trustee is entitled to
10 judgment against Defendant Luna for the value of such transfer which the Trustee alleges to be at
11 least \$359,876.00 or an amount to be proven at trial.

12 **Prayer**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

14 1. On Plaintiff's First Claim for Relief for judgment avoiding the transfer of
15 Debtor's interest in Debtor's Residence located at 7407 NE 153rd Avenue, Vancouver,
16 Washington 98682 and preserving that transfer for the benefit of the estate and its creditors under
17 11 U.S.C. §§ 550 and 551 alternatively for judgment against Defendant Luna for the sum of
18 \$667,770.00 representing the fair market value of the property or such sum to be proven at trial;

19 2. On Plaintiff's Second Claim for Relief for judgment avoiding the transfer of
20 Debtor's interest in the 10th Street Property located at 10610 NE 10th Street, Vancouver,
21 Washington, 98664 and preserving that transfer for the benefit of the estate and its creditors
22 under 11 U.S.C. §§ 550 and 551 alternatively for judgment against Defendant Luna for the sum
23 of \$371,360.00 representing the fair market value of the property or such sum to be proven at
24 trial;

25 3. On Plaintiff's Third Claim for Relief for judgment avoiding the transfer of
26 Debtor's interest in the Baltimore Property located at 302 Baltimore, Longview, Washington,

1 98632, and preserving that transfer for the benefit of the estate and its creditors under 11 U.S.C.
2 §§ 550 and 551 alternatively for judgment against Defendant Luna, Defendant Washington LLC
3 and Defendant Oregon LLC for the sum of \$128,640.00 representing the fair market value of the
4 property or such sum to be proven at trial;

5 4. On Plaintiff's Fourth Claim for Relief for judgment avoiding the transfer of
6 Debtor's interest in the 39th Street Property located at 15016 NE 39th St, Vancouver,
7 Washington, 98682, and preserving that transfer for the benefit of the estate and its creditors
8 under 11 U.S.C. §§ 550 and 551 alternatively for judgment against Defendant Luna for the sum
9 of \$321,140.00 representing the fair market value of the property or such sum to be proven at
10 trial;

11 5. On Plaintiff's Fifth Claim for Relief for judgment avoiding the transfer of
12 Debtor's interest in the 100th Avenue Property located at, 622 NE 100th Avenue, Vancouver,
13 Washington, 98664, and preserving that transfer for the benefit of the estate and its creditors
14 under 11 U.S.C. §§ 550 and 551 alternatively for judgment against Defendant Luna for the sum
15 of \$359,876.00 representing the fair market value of the property or such sum to be proven at
16 trial;

17 6. On Claims 1 - 5 for Plaintiff's costs and disbursements;

18 7. On Claims 1 - 5 for prejudgment from August 20, 2021, until entry of judgment
19 subject to the 28 U.S. Code § 1961 rate;

20 8. For such other relief as the court may deem appropriate.

21 DATED this 3rd day of March, 2022

22 JORDAN RAMIS PC

23
24 By: /s/ Russell D. Garrett
25 Russell D. Garrett, WSBA #18657
26 russell.garrett@jordanramis.com
Of Attorneys for Chapter 7 Trustee